

Releasable

Date: 10/23/09, 11/20/09

Document: 876126, 877719

*2,364,500 portion of \$13,000,000 excess of \$37,000,000
#1700 \$2,314,400

NO. M 16691 *transit Layer*

MISSION INSURANCE COMPANY
LOS ANGELES, CALIFORNIA 90005
Special Lines

SAYRE & TOSO, Inc.
Underwriting Managers

SD 2151

Mission Insurance Company, Los Angeles, California (hereinafter called the Company), agrees with the assured named below, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

In favor of MONSANTO COMPANY ASSURED.

AMOUNT	PREMIUM
\$ 3,364,500.00	\$ 6,698.25
	\$
	\$
	\$
	\$
TOTAL	\$ 6,698.25

Address 800 N. LINDBERG BOULEVARD,
ST. LOUIS, MISSOURI 63166

Type of Coverage: EXCESS UMBRELLA POLICY

in the amount of \$3,364,500.00 PART OF \$13,000,000.00
EXCESS OF \$37,000,000.00

Beginning at noon on the 14 day of OCTOBER 19 68
and ending at noon on the 1 day of OCTOBER 19 71
Standard time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached.

*Copy of complete policy to
R. Anderson / M. C. Bell
insd; 2/2/73. JPM*

1. SAYRE & TOSO, INC. NOT AN ASSURER. It is expressly understood and agreed by the assured in accepting this policy that Sayre & Toso, Inc. is not an Assurer hereunder and neither is nor shall be in any way or in any event liable for any loss or claim whatsoever to an Assurer. The Assurer hereunder is Mission Insurance Company.

2. ASSIGNMENT. An assignment of any interest under this policy shall not bind the Company unless the consent of Sayre & Toso, Inc. so such assignment is endorsed hereon.

3. MISREPRESENTATION AND FRAUD. This policy shall be void if the assured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in law of any fraud, stamped fraud or false swearing by the assured touching any matters relating to the insurance or the subject thereof, whether before or after a loss.

4. COOPERATION BY ASSURED. The assured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, retaining and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.

5. TERMS USED IN ENDORSEMENTS. Whenever the word "Underwriters" appears in any endorsement attached to this policy, the words "Mission Insurance Company" shall be deemed substituted therefor.

6. SMALL AMOUNTS. It is a condition of this policy that no additional premium will be charged nor return premium allowed when the amount insured does not exceed \$1.00.

7. TERMS OF POLICY SUBJECT TO ENDORSEMENTS. The insurance is made and accepted subject to all the provisions, conditions and warranties set forth herein and in any form or endorsement attached hereto, all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any form or endorsement attached hereto which alter the policy provisions stated herein shall supersede such policy provisions in so far as they are inconsistent therewith.

8. CHANCES. Noisy in any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or cause the Company to surrender any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of the policy.

9. DECLARATIONS. By accepting this policy the assured agrees that the statements in all declarations and warranties made in connection with the insurance provided hereunder are his statements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy constitutes all agreement between the assured and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, this Company has created and stamped these presents; but this policy shall not be valid unless countersigned by SAYRE & TOSO, INC.

NOTICE TO ILLINOIS POLICYHOLDER. This contract is issued, pursuant to Section 443 of the Illinois Insurance Code, by an insurer not authorized and licensed to transact business in Illinois.

John E. Anderson Secretary

Ed Miller President

Dated at LOS ANGELES, CALIFORNIA, this 9 day of DECEMBER 1968

SAYRE & TOSO, INC.

By *W. M. Smith*

ORIGINAL POLICY

FORM 880 JOHNNIE WALSH

MONS 152434

APR 8

DIRECTIONS

**IN CASE OF LOSS NOTIFY
IMMEDIATELY YOUR AGENT
OR BROKER OR OUR NEAREST
OFFICE. ALSO REFER TO
NOTIFICATION OF LOSS
PROVISIONS IN POLICY WORDING.**

<p>MISSION INSURANCE COMPANY LOS ANGELES, CALIFORNIA</p>
<p>The Assured is requested to read this Policy, and, if incorrect, return it immediately for alteration.</p>
<p>SAYRE & TOSO, Inc. UNDERWRITING MANAGERS</p>

MONS 152435

EXCESS UMBRELLA POLICY

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to Underwriters.

INSURING AGREEMENTS1. COVERAGE

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) imposed upon the Assured by law, or
- (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, for damages, direct or consequential and expenses on account of:
 - (i) Personal Injuries, including death at any time resulting therefrom,
 - (ii) Property Damage,
 - (iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policy stated in Item 2 of the Declarations and issued by certain Insurance Companies (hereinafter called the "UNDERLYING UMBRELLA INSURERS").

11. LIMIT OF LIABILITY-UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- | | |
|---|--|
| \$(as stated in Item 3 of the Declarations) | ultimate net loss in respect of each occurrence, but |
| \$(as stated in Item 4 of the Declarations) | in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured |

and the Underwriters shall then be liable to pay only the excess thereof up to a further

- | | |
|---|--|
| \$(as stated in Item 5 of the Declarations) | ultimate net loss in all in respect of each occurrence-subject to a limit of |
| \$(as stated in Item 6 of the Declarations) | in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured. |

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy, Underwriters will continue to protect the Assured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policy stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policy shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C of the Underlying Umbrella Policy.

3. CANCELLATION

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by mailing written notice to the other party stating when, not less than thirty (30) days thereafter cancellation shall be effective; the mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this Policy shall be cancelled by the Underwriters, the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium.

4. NOTICE OF OCCURRENCE

Whenever the Assured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Assured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided however that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

DECLARATIONS

- ITEM 1. NAMED ASSURED:** MONSANTO COMPANY
- ITEM 2. UNDERLYING UMBRELLA POLICIES:**
UNDERWRITERS AT LLOYD'S
- ITEM 3. UNDERLYING UMBRELLA LIMITS**
(INSURING AGREEMENT 11):
\$37,000,000.00
- ITEM 4. UNDERLYING UMBRELLA AGGREGATE LIMITS**
(INSURING AGREEMENT 11):
\$37,000,000.00
- ITEM 5. LIMIT OF LIABILITY**
(INSURING AGREEMENT 11):
\$3,364,500.00 PART OF \$13,000,000.00
- ITEM 6. AGGREGATE LIMIT OF LIABILITY**
(INSURING AGREEMENT 11):
\$3,354,500.00 PART OF \$13,000,000.00
- ITEM 7. NOTICE OF OCCURRENCE (CONDITION 4) TO:**
SAYRE & TOSO, INC.

ATTACHED TO AND FORMS PART OF: POLICY NO. M 16691

ISSUED TO: MONSANTO COMPANY

DATED AT: LOS ANGELES, CALIFORNIA

SAYRE & TOSO, INC.

BY: 

MONS 152438

SD 2151

MONS 152439

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD)

The insurance afforded under any liability coverage of this Policy/Certificate does not apply: -

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

Attached to and forms part of POLICY NO. M 16691

issued to MONSANTO COMPANY

Dated at LOS ANGELES, CALIFORNIA
DECEMBER 9, 19 68

SAYRE & TOSO, INC.

By 

ENDORSEMENT NO. _____

NMA 1256

FORM 818 (4/66) 1-7M

MONS 152440

EXCESS UMBRELLA POLICY

ENDORSEMENT NO. 6

EFFECTIVE: JANUARY 18, 1970

*# 8411
6-12-70
6.0*
IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$73.37, IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL NAMED ASSURED:

FISHER CONTROLS COMPANY, INC.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INCLUSION OF THE ABOVE SHALL NOT OPERATE TO INCREASE THE COMPANY'S TOTAL LIMITS OF LIABILITY HEREUNDER.

ATTACHED TO AND FORMING PART OF POLICY R 16691

ISSUED TO: MONSANTO COMPANY

DATED AT: LOS ANGELES, CALIFORNIA

SAYRE & TOSO, INC.

DATE: JUNE 11, 1970 to

BY *J. S. [Signature]*

MONS 152441



RECEIVED
MAY 10 1971
INSURANCE SECTION

MONS 152442

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 5

September 4, 1970

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance excludes coverage as provided by the following underlying insurances:

<u>Type of Insurance</u>	<u>Carrier</u>	<u>Underlying Limits of Liability</u>
18. <u>Bumbershoot Liability</u>		
Bodily Injury and Property Damage	English Underwriters & Home Ins. Co. & I.C.N.A.	\$26,000,000 any one occurrence and in the aggregate as respects Products, Completed Operations, & Occupational Disease.

WHICH IN TURN IS IN EXCESS OF

19. <u>Protection & Indemnity</u> <u>"S.S. Edgar M. Queeny"</u>	American Steamship Owners Mutual P&I Assn.	\$ 5,000,000 any one occurrence
--	--	---------------------------------

All other policy conditions remain unchanged.

Attached to and forming part of policy No. SD2151 of the

MISSION INSURANCE COMPANY

THOMAS E. SEARS, INC.
31 ST. JAMES AVENUE
BOSTON, MASS.

THOMAS E. SEARS, INC.
BY: *[Signature]*

MONS 152443

STANDARD PROVISIONS ENDORSEMENT

EXCESS UMBRELLA POLICY

Endorsement # 5

Effective Date: AUGUST 22, 1969

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

- | | | |
|--|--|--|
| <input type="checkbox"/> 1. RATE | <input type="checkbox"/> 8. INCEPTION DATE | <input type="checkbox"/> 15. THE FOLLOWING IS NAMED AS AN ADDITIONAL ASSURED |
| <input type="checkbox"/> 2. PREMIUM | <input type="checkbox"/> 9. EXPIRATION DATE | <input type="checkbox"/> 16. ENDORSEMENT |
| <input type="checkbox"/> 3. DEPOSIT PREMIUM | <input type="checkbox"/> 10. NAME OF ASSURED | <input type="checkbox"/> 17. SECURITY |
| <input type="checkbox"/> 4. INSTALLMENT | <input type="checkbox"/> 11. ADDRESS OF LOCATION OF PROPERTY | <input type="checkbox"/> 18. OTHER |
| <input type="checkbox"/> 5. AUDIT-PREMIUM ADJUSTMENT | <input type="checkbox"/> 12. ADDRESS OF ASSURED | <input type="checkbox"/> 19. POLICY IS CANCELLED |
| <input type="checkbox"/> 6. AMOUNT OF COVERAGE | <input type="checkbox"/> 13. DESCRIPTION OF PROPERTY COVERED | <input type="checkbox"/> PRO RATE <input type="checkbox"/> SHORT RATE |
| <input type="checkbox"/> 7. TERM OF COVERAGE | <input type="checkbox"/> 14. COVERAGE | |
- ☐ IS CORRECTED OR CHANGED TO READ AS FOLLOWS
☐ IS AMENDED TO READ AS FOLLOWS
☐ IS CHARGED FOR THE PERIOD
☐ ONLY AS RESPECTS THE OPERATIONS OF THE NAMED ASSURED
☐ ONLY AS RESPECTS THE PREMISES LOCATED AT

NO COVERAGE SHALL APPLY AS RESPECTS FISHER CONTROLS COMPANY, INCORPORATED
FOR THE PERIOD AUGUST 22, 1969 TO JANUARY 18, 1970

Premium	\$	NIL
State Tax	%	\$
Federal Tax	%	\$
Stamping Fee	%	\$
	\$	
	\$	

All other terms and conditions remain unchanged.

This endorsement is attached to and made part of POLICY M 16691

ISSUED TO MONSANTO COMPANYDATED AT LOS ANGELES, CALIFORNIAAPRIL 14, 1971

sd

S&T 919

SAYRE & TOSO, INC.

By [Signature]

MONS 152444

RECEIVED
JUN 1 1971
INSURANCE SECTION

MONS 152445

EXCESS UMBRELLA POLICY

ENDORSEMENT NO. 4

EFFECTIVE: JANUARY 18, 1970

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$73.37, IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL NAMED ASSURED:

FISHER CONTROLS COMPANY, INC.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INCLUSION OF THE ABOVE SHALL NOT OPERATE TO INCREASE THE COMPANY'S TOTAL LIMITS OF LIABILITY HEREUNDER.

ATTACHED TO AND FORMING PART OF POLICY M 16691

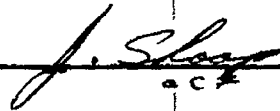
ISSUED TO: MONSANTO COMPANY

DATED AT: LOS ANGELES, CALIFORNIA

SAYRE & TOSO, INC.

DATE: JUNE 11, 1970 to

BY


J. Sharp
JCS

MONS 152446

EXCESS UMBRELLA POLICY

ENDORSEMENT NO. 3

EFFECTIVE: OCTOBER 14, 1968

IT IS UNDERSTOOD AND AGREED THAT THE POLICY OR POLICIES REFERRED TO IN THE ATTACHED "SCHEDULE OF UNDERLYING INSURANCES" SHALL BE MAINTAINED IN FULL EFFECT DURING THE CURRENCY OF THIS POLICY, EXCEPT FOR ANY REDUCTION OF THE AGGREGATE LIMIT OR LIMITS CONTAINED THEREIN BY PAYMENT OF CLAIMS IN RESPECT OF ACCIDENTS AND/OR OCCURRENCES OCCURRING DURING THE PERIOD OF SUCH UNDERLYING POLICY OR POLICIES. FAILURE OF THE ASSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS POLICY BUT IN THE EVENT OF SUCH FAILURE, THE UNDERWRITERS SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE ASSURED COMPLIED WITH THE SAID CONDITION.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF

POLICY NO. M 16691

ISSUED TO MONSANTO COMPANYDATE AT LOS ANGELES, CALIFORNIABY SAYRE & TOSO, INC.APRIL 15,19 69BY *W. J. Green*

FORM 787 (2-68)

MONS 152447

STANDARD PROVISIONS ENDORSEMENT

EXCESS UMBRELLA POLICY

Endorsement # 2

Effective Date: OCTOBER 14, 1968

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

- | | | |
|---|--|--|
| <input type="checkbox"/> 1. RATE | <input type="checkbox"/> 8. INCEPTION DATE | <input type="checkbox"/> 15. THE FOLLOWING IS NAMED AS AN ADDITIONAL ASSURED |
| <input type="checkbox"/> 2. PREMIUM | <input type="checkbox"/> 9. EXPIRATION DATE | <input type="checkbox"/> 16. ENDORSEMENT |
| <input type="checkbox"/> 3. DEPOSIT PREMIUM | <input type="checkbox"/> 10. NAME OF ASSURED | <input type="checkbox"/> 17. SECURITY |
| <input type="checkbox"/> 4. INSTALLMENT | <input type="checkbox"/> 11. ADDRESS OF LOCATION OF PROPERTY | <input type="checkbox"/> 18. OTHER |
| <input type="checkbox"/> 5. AUDIT-PREMIUM ADJUSTMENT | <input type="checkbox"/> 12. ADDRESS OF ASSURED | <input type="checkbox"/> 19. POLICY IS CANCELLED |
| <input type="checkbox"/> 6. AMOUNT OF COVERAGE | <input type="checkbox"/> 13. DESCRIPTION OF PROPERTY COVERED | <input type="checkbox"/> PRO RATE <input type="checkbox"/> SHORT RATE |
| <input checked="" type="checkbox"/> 7. TERM OF COVERAGE | <input type="checkbox"/> 14. COVERAGE | |
- ☐ IS CORRECTED OR CHANGED TO READ AS FOLLOWS
☒ IS AMENDED TO READ AS FOLLOWS
☐ IS CHARGED FOR THE PERIOD
☐ ONLY AS RESPECTS THE OPERATIONS OF THE NAMED ASSURED
☐ ONLY AS RESPECTS THE PREMISES LOCATED AT

12:01 A.M. STANDARD TIME ON THE 14th DAY OF OCTOBER, 1968

AND ENDING 12:01 A.M. STANDARD TIME ON THE 1st DAY OF OCTOBER, 1971.

Premium	\$
State Tax	% \$
Federal Tax	% \$
Stamping Fee	% \$
	\$
	\$

All other terms and conditions remain unchanged.

This endorsement is attached to and made part of POLICY # M 16691

ISSUED TO MONSANTO COMPANYDATED AT LOS ANGELES, CALIFORNIAAPRIL 15, 19 69 mm

S&T 919

SAYRE & TOSO, INC.

By W. C. [Signature]

MONS 152448

ENDORSEMENT

It is agreed that this policy is hereby amended as indicated below by X :-

- | | |
|--|---|
| <input type="checkbox"/> ADDITIONAL premium of \$ | <input type="checkbox"/> RETURN premium of \$ |
| <input type="checkbox"/> RATE increased to \$ | <input type="checkbox"/> RATE decreased to \$ |
| <input checked="" type="checkbox"/> AMOUNT of insurance INCREASED AMENDED TO READ: | <input type="checkbox"/> AMOUNT of insurance REDUCED by \$ to total of |
| <input type="checkbox"/> DESCRIPTION of items or property insured AMENDED to read as shown below. | <input type="checkbox"/> DECLARATIONS amended as shown below. |
| <input type="checkbox"/> NAME of Insured AMENDED to read as shown below. | <input type="checkbox"/> ADDRESS of Insured AMENDED to read as shown below: |
| <input type="checkbox"/> ITEM(S) listed below ADDED to schedule. | <input type="checkbox"/> ITEM(S) listed below DELETED from schedule. |
| <input type="checkbox"/> Policy TERM AMENDED to | <input type="checkbox"/> Policy CONDITIONS AMENDED as shown below. |
| <input type="checkbox"/> LOCATION amended to | <input type="checkbox"/> NAME and ADDRESS of Mortgagee or Loss Payee Amended to |

"\$3,364,500.00, PART OF \$13,000,000.00, IN EXCESS OF \$35,000,000.00 WHICH, IN TURN, IS IN EXCESS OF PRIMARY INSURANCE"

Only items marked X are hereby affected.

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

Policy Number & Company: **M 16691 MISSION INSURANCE COMPANY**
 Issued to: **MONSANTO COMPANY**
 Endorsement Effective: **OCTOBER 14, 1969**
 Endorsement No.: **1**
 Countersigned at: **Los Angeles, California; Date of Issue: 1/15/69**
 U-9 9-68

CHARLES RYAN RIVERS
Charles Ryan Rivers
 AUTHORIZED REPRESENTATIVE

MONS 152449

MONSANTO COMPANY, ETAL
ENDORSEMENT

No. 1
October 14, 1968

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions, and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the First Layer Umbrella Cover Note No. SD2141 of Underwriters at Lloyd's of London.

All other policy conditions remain unchanged.

Attached to and forming part of policy No. SD2151 of the

MISSION INSURANCE COMPANY

THOMAS E. SEARS, INC.

BY *T. E. Midden*

THOMAS E. SEARS, INCORPORATED
31 ST. JAMES AVENUE
BOSTON, MASS.

MONS 152450

NO. M 16727 50257 3

MISSION INSURANCE COMPANY

LOS ANGELES 5, CALIFORNIA

Special Lines

SAYRE & TOSO, Inc.

Underwriting Managers

Mission Insurance Company, Los Angeles, California (hereinafter called the Company), agrees with the assured named below, in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

In favor of..... MONSANTO COMPANY..... ASSURED.

AMOUNT	PREMIUM
\$ AS PER FORM	\$771.95
POLICY FEE	\$ 10.00
TOTAL	\$781.95

Address 6670 EAST FLOTILLA STREET,
LOS ANGELES, CALIFORNIA

Type of Coverage: EXCESS UMBRELLA LIABILITY

in the amount of \$662,500.00 PART OF \$25,000,000.00
EXCESS OF \$50,000,000.00

Beginning at noon on the 1ST day of JANUARY 19 69
and ending at noon on the 1ST day of JANUARY 19 70
Standard time at the place of location of risks insured, and in accordance
with terms and conditions of the form(s) attached.

1. **SAYRE & TOSO, INC. NOT AN ASSURER.** It is expressly understood and agreed by the assured in accepting this policy that Sayre & Toso, Inc. is not an Assurer hereunder and neither it nor shall be in any way or to any extent liable for any loss or claim whatsoever as an Assurer. The Assurer hereunder is Mission Insurance Company.
2. **ASSIGNMENT.** An assignment of any interest under this policy shall not bind the Company unless the contents of Sayre & Toso, Inc. to such assignment is endorsed hereon.
3. **MISREPRESENTATION AND FRAUD.** This policy shall be void if the assured has concealed or misrepresented any material fact or circumstance concerning the insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the assured touching any matter relating to the insurance or the liability thereof, whether before or after a loss.
4. **COOPERATION BY ASSURED.** The assured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.
5. **TERMS USED IN ENDORSEMENTS.** Wherever the word "Underwriters" appears in any endorsement attached to this policy, the words "Mission Insurance Company" shall be deemed substituted therefor.
6. **SMALL AMOUNTS.** It is a condition of this policy that no additional premium will be charged nor return premium allowed when the amount involved does not exceed \$1.00.
7. **TERMS OF POLICY SUBJECT TO ENDORSEMENTS.** This insurance is made and accepted subject to all the provisions, conditions and warranties set forth herein and in any forms or endorsements attached hereto, all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any forms or endorsements attached hereto which alter the policy provisions herein shall supersede such policy provisions in so far as they are inconsistent therewith.
8. **CHANGES.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or even the Company from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
9. **DECLARATIONS.** By accepting this policy the assured hereby certifies that the statements in all declarations and warranties made in connection with the insurance provided hereunder are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy evidences all agreements between the assured and the Company or any of its agents relating to this insurance.

IN WITNESS WHEREOF, the Company has caused and attested these presents: but this policy shall not be valid unless countersigned by SAYRE & TOSO, INC.

NOTICE TO ILLINOIS POLICYHOLDER. "This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by an insurer not authorized and licensed to transact business in Illinois."

John E. Anderson
Secretary

E. Delaney
President

Dated at LOS ANGELES, CALIFORNIA, this 21 day of JANUARY, 19 69.

SAYRE & TOSO, INC.

ORIGINAL POLICY

By *W. J. Anderson*

FORM 688-3/61

MONS 152485

APR 1989
SAYRE & TOSO, INC.

DIRECTIONS

IN CASE OF LOSS NOTIFY
IMMEDIATELY YOUR AGENT
OR BROKER OR OUR NEAREST
OFFICE. ALSO REFER TO
NOTIFICATION OF LOSS
PROVISIONS IN POLICY WORDING.

MISSION INSURANCE COMPANY LOS ANGELES, CALIFORNIA
[REDACTED]
The Assured is requested to read this Policy, and, if incorrect, return it immediately for alteration.
SAYRE & TOSO, Inc. UNDERWRITING MANAGER

MONS 152486

EXCESS UMBRELLA POLICY

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to Underwriters.

INSURING AGREEMENTS1. COVERAGE

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability

- (a) imposed upon the Assured by law, or
- (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such, for damages, direct or consequential and expenses on account of:
 - (i) Personal Injuries, including death at any time resulting therefrom,
 - (ii) Property Damage,
 - (iii) Advertising liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policy stated in Item 2 of the Declarations and issued by certain Insurance Companies (hereinafter called the "UNDERLYING UMBRELLA INSURERS").

11. LIMIT OF LIABILITY-UNDERLYING LIMITS

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

\$(as stated in Item 3 of the Declarations)	ultimate net loss in respect of each occurrence, but
\$(as stated in Item 4 of the Declarations)	in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$(as stated in Item 5 of the Declarations)	ultimate net loss in all in respect of each occurrence-subject to a limit of
\$(as stated in Item 6 of the Declarations)	in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured.

-1-

S&T 1007(REV.12/66)500

MONS 152487

CONDITIONS

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this Policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this Policy, Underwriters will continue to protect the Assured for liability in respect of such personal injury or property damage without payment of additional premium.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policy stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policy shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C of the Underlying Umbrella Policy.

3. CANCELLATION

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by mailing written notice to the other party stating when, not less than thirty (30) days thereafter cancellation shall be effective; the mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the Insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this policy has been in force. If this Policy shall be cancelled by the Underwriters, the Underwriters shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Underwriters shall be effective even though Underwriters make no payment or tender of return premium.

4. NOTICE OF OCCURRENCE

Whenever the Assured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Assured shall be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided however that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE

if other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this Policy, other than insurance that is in excess of the insurance afforded by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

DECLARATIONS

ITEM 1. NAMED ASSURED:
MONSANTO COMPANY

ITEM 2. UNDERLYING UMBRELLA POLICIES: UNDERWRITERS AT LLOYD'S

ITEM 3. UNDERLYING UMBRELLA LIMITS \$50,000,000.00
(INSURING AGREEMENT 11):

ITEM 4. UNDERLYING UMBRELLA AGGREGATE LIMITS \$50,000,000.00
(INSURING AGREEMENT 11):

ITEM 5. LIMIT OF LIABILITY
(INSURING AGREEMENT 11): \$662,500.00 PART OF \$25,000,000.00

ITEM 6. AGGREGATE LIMIT OF LIABILITY \$662,500.00 PART OF \$25,000,000.00
(INSURING AGREEMENT 11):

ITEM 7. NOTICE OF OCCURRENCE (CONDITION 4) TO: SAYRE & TOSO, INC.

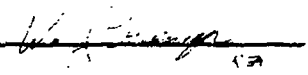
ATTACHED TO AND FORMS PART OF: POLICY NO. M 16727

ISSUED TO: MONSANTO COMPANY

DATED AT: LOS ANGELES, CALIFORNIA

JANUARY 21, 1969

SAYRE & TOSO, INC.

BY: 

MONS 152489

EXCESS UMBRELLA LIABILITY

ENDORSEMENT NO. 7

EFFECTIVE: JANUARY 18, 1970

8913

6-18-70 b

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$3.10, IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL NAMED ASSURED:

FISHER CONTROLS COMPANY, INC.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INCLUSION OF THE ABOVE SHALL NOT OPERATE TO INCREASE THE COMPANY'S TOTAL LIMITS OF LIABILITY HEREUNDER.

ATTACHED TO AND FORMING PART OF POLICY N 16727

ISSUED TO: MONSANTO COMPANY

DATED AT: LOS ANGELES, CALIFORNIA

LAYNE & TOSCO, INC.

DATE: JUNE 11, 1970

BY

[Signature]

MONS 152490

RECEIVED
MAY 10 1971
INSURANCE SECTION

MONS 152491

STANDARD PROVISIONS ENDORSEMENT

EXCESS UMBRELLA LIABILITY

Endorsement # 6

Effective Date: AUGUST 22, 1969

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

- | | | |
|--|--|--|
| <input type="checkbox"/> 1. RATE | <input type="checkbox"/> 8. INCEPTION DATE | <input type="checkbox"/> 15. THE FOLLOWING IS NAMED AS AN ADDITIONAL ASSURED |
| <input type="checkbox"/> 2. PREMIUM | <input type="checkbox"/> 9. EXPIRATION DATE | <input type="checkbox"/> 16. ENDORSEMENT |
| <input type="checkbox"/> 3. DEPOSIT PREMIUM | <input type="checkbox"/> 10. NAME OF ASSURED | <input type="checkbox"/> 17. SECURITY |
| <input type="checkbox"/> 4. INSTALLMENT | <input type="checkbox"/> 11. ADDRESS OF LOCATION OF PROPERTY | <input type="checkbox"/> 18. OTHER |
| <input type="checkbox"/> 5. AUDIT-PREMIUM ADJUSTMENT | <input type="checkbox"/> 12. ADDRESS OF ASSURED | <input type="checkbox"/> 19. POLICY IS CANCELLED |
| <input type="checkbox"/> 6. AMOUNT OF COVERAGE | <input type="checkbox"/> 13. DESCRIPTION OF PROPERTY COVERED | <input type="checkbox"/> PRO RATE <input type="checkbox"/> SHORT RATE |
| <input type="checkbox"/> 7. TERM OF COVERAGE | <input type="checkbox"/> 14. COVERAGE | |
- ☐ IS CORRECTED OR CHANGED TO READ AS FOLLOWS
☐ IS AMENDED TO READ AS FOLLOWS
☐ IS CHARGED FOR THE PERIOD
☐ ONLY AS RESPECTS THE OPERATIONS OF THE NAMED ASSURED
☐ ONLY AS RESPECTS THE PREMISES LOCATED AT

NO COVERAGE SHALL APPLY AS RESPECTS FISHER CONTROLS COMPANY, INCORPORATED
FOR THE PERIOD AUGUST 22, 1969 TO JANUARY 18, 1970.

Premium	\$	NIL
State Tax	%	\$
Federal Tax	%	\$
Stamping Fee	%	\$
	\$	
	\$	

All other terms and conditions remain unchanged.
This endorsement is attached to and made part of POLICY M 16727

ISSUED TO MONSANTO COMPANYDATED AT LOS ANGELES, CALIFORNIAAPRIL 14, 1971

S&T 919

sd

SAYRE & TOSO, INC.

By 

MONS 152492

RECEIVED
JAN 1971
INSURANCE SECTION

MONS 152493

MONSANTO COMPANY

ENDORSEMENT

Endorsement No. 5

September 4, 1970

NOTWITHSTANDING anything contained herein to the contrary, it is understood and agreed that this Insurance excludes coverage as provided by the following underlying insurances:

<u>Type of Insurance</u>	<u>Carrier</u>	<u>Underlying Limits of Liability</u>
18. <u>Bumbershoot Liability</u>		
Bodily Injury and Property Damage	English Underwriters & Home Ins. Co. & I.C.N.A.	\$26,000,000 any one occurrence and in the aggregate as respects Products, Completed Operations, & Occupational Disease.

WHICH IN TURN IS IN EXCESS OF

19. Protection & Indemnity <u>"S.S. Edgar M. Queeny"</u>	American Steamship Owners Mutual P&I Assn.	\$ 5,000,000 any one occurrence
---	--	---------------------------------

All other policy conditions remain unchanged.

Attached to and forming part of policy No. SD2152 of the

MISSION INSURANCE COMPANY

THOMAS E. SEARS, INC.
51 ST. JAMES AVENUE
BOSTON, MASS.

THOMAS E. SEARS, INC.
BY: *B. Midden*

MONS 152494

EXCESS UMBRELLA LIABILITY

ENDORSEMENT NO. 5

EFFECTIVE: JANUARY 18, 1970

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$3.10, IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING IS ADDED AS AN ADDITIONAL NAMED ASSURED:

FISHER CONTROLS COMPANY, INC.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE INCLUSION OF THE ABOVE SHALL NOT OPERATE TO INCREASE THE COMPANY'S TOTAL LIMITS OF LIABILITY HEREUNDER.

ATTACHED TO AND FORMING PART OF POLICY M 16727

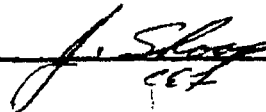
ISSUED TO: MONSANTO COMPANY

DATED AT: LOS ANGELES, CALIFORNIA

SAYRE & TOSO, INC.

DATE: JUNE 11, 1970 10

BY



MONS 152495

EXCESS UMBRELLA LIABILITY

ENDORSEMENT NO. 4

EFFECTIVE: JANUARY 1, 1969

IT IS UNDERSTOOD AND AGREED THAT THE POLICY OR POLICIES REFERRED TO IN THE ATTACHED "SCHEDULE OF UNDERLYING INSURANCES" SHALL BE MAINTAINED IN FULL EFFECT DURING THE CURRENCY OF THIS POLICY, EXCEPT FOR ANY REDUCTION OF THE AGGREGATE LIMIT OR LIMITS CONTAINED THEREIN BY PAYMENT OF CLAIMS IN RESPECT OF ACCIDENTS AND/OR OCCURRENCES OCCURRING DURING THE PERIOD OF SUCH UNDERLYING POLICY OR POLICIES. FAILURE OF THE ASSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS POLICY BUT IN THE EVENT OF SUCH FAILURE THE UNDERWRITERS SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE ASSURED COMPLIED WITH THE SAID CONDITION.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF

POLICY # M 16727

ISSUED TO MONSANTO COMPANY

DATE AT LOS ANGELES, CALIFORNIA

SAYRE & TOSO, INC.

APRIL 15,

19 69

BY

FORM 757 (8-68)

MONS 152496

EXCESS UMBRELLA LIABILITY

ENDORSEMENT NO. 3

EFFECTIVE: JANUARY 1, 1969

IT IS UNDERSTOOD AND AGREED THAT THE LIMITS AS SHOWN ON THE FACE OF THE
POLICY ARE AMENDED TO READ:

\$662,500.00 PART OF \$25,000,000.00 EXCESS OF
\$48,000,000.00 EXCESS OF \$2,000,000.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF

POLICY NO. M 16727

ISSUED TO MONSANTO COMPANY

DATE AT LOS ANGELES, CALIFORNIA

SAYRE & TOSO, INC.

APRIL 15, 19 69 mm

BY [Signature]

FORM 787 10-681



MONS 152497

STANDARD PROVISIONS ENDORSEMENT

EXCESS UMBRELLA LIABILITY

Endorsement # 2

Effective Date: JANUARY 1, 1969

IT IS HEREBY UNDERSTOOD AND AGREED THAT:

- | | | |
|---|---|--|
| <input type="checkbox"/> 1. RATE | <input type="checkbox"/> 8. INCEPTION DATE | <input type="checkbox"/> 15. THE FOLLOWING IS NAMED AS AN ADDITIONAL ASSURED |
| <input type="checkbox"/> 2. PREMIUM | <input type="checkbox"/> 9. EXPIRATION DATE | <input type="checkbox"/> 16. ENDORSEMENT |
| <input type="checkbox"/> 3. DEPOSIT PREMIUM | <input type="checkbox"/> 10. NAME OF ASSURED | <input type="checkbox"/> 17. SECURITY |
| <input type="checkbox"/> 4. INSTALLMENT | <input type="checkbox"/> 11. ADDRESS OF LOCATION OF PROPERTY | <input type="checkbox"/> 18. OTHER |
| <input type="checkbox"/> 5. AUDIT-PREMIUM ADJUSTMENT | <input checked="" type="checkbox"/> 12. ADDRESS OF ASSURED <i>Mailing</i> | <input type="checkbox"/> 19. POLICY IS CANCELLED |
| <input type="checkbox"/> 6. AMOUNT OF COVERAGE | <input type="checkbox"/> 13. DESCRIPTION OF PROPERTY COVERED | <input type="checkbox"/> PRO RATE <input type="checkbox"/> SHORT RATE |
| <input checked="" type="checkbox"/> 7. TERM OF COVERAGE | <input type="checkbox"/> 14. COVERAGE | |
- ☐ IS CORRECTED OR CHANGED TO READ AS FOLLOWS
☒ IS AMENDED TO READ AS FOLLOWS
☐ IS CHARGED FOR THE PERIOD
☐ ONLY AS RESPECTS THE OPERATIONS OF THE NAMED ASSURED
☐ ONLY AS RESPECTS THE PREMISES LOCATED AT

7. 12:01 A.M. STANDARD TIME ON THE 1st DAY OF JANUARY, 1969 AND ENDING
12:01 A.M. STANDARD TIME ON THE 1st DAY OF OCTOBER, 1970

12. 800 NORTH LINDBERG BOULEVARD,
ST. LOUIS, MISSOURI 63166

Premium	\$
State Tax	% \$
Federal Tax	% \$
Stamping Fee	% \$
	\$
	\$

All other terms and conditions remain unchanged.
This endorsement is attached to and made part of

POLICY NO. M 16727

ISSUED TO MONSANTO COMPANYDATED AT LOS ANGELES, CALIFORNIAAPRIL 15, 19 69

S&T 919

SAYRE & TOSO, INC.

By *W. J. Frank*

MONS 152498

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD)

The insurance afforded under any liability coverage of this Policy/Certificate does not apply: -

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

- (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

- (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor.
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

Attached to and forms part of POLICY NO. M 16727

issued to MONSANTO COMPANY

Dated at LOS ANGELES, CALIFORNIA

SAYRE & TOSO, INC.

JANUARY 21, 19 69

By W. J. Greenup *RS*

ENDORSEMENT NO. _____

NMA 1288

FORM 818 (4/66) 10M

MONS 152499

ENDORSEMENT

It is agreed that this policy is hereby amended as indicated below by X :-

- | | |
|--|---|
| <input type="checkbox"/> ADDITIONAL premium of \$ | <input type="checkbox"/> RETURN premium of \$ |
| <input type="checkbox"/> RATE increased to \$ | <input type="checkbox"/> RATE decreased to \$ |
| <input type="checkbox"/> AMOUNT of insurance INCREASED by \$
to total of | <input type="checkbox"/> AMOUNT of insurance REDUCED by \$
to total of |
| <input type="checkbox"/> DESCRIPTION of items or property insured AMENDED
to read as shown below. | <input type="checkbox"/> DECLARATIONS amended as shown below. |
| <input type="checkbox"/> NAME of Insured AMENDED to read as shown below. | <input type="checkbox"/> ADDRESS of Insured AMENDED to read as shown below: |
| <input type="checkbox"/> ITEM(S) listed below ADDED to schedule. | <input type="checkbox"/> ITEM(S) listed below DELETED from schedule. |
| <input checked="" type="checkbox"/> Policy TERM AMENDED to | <input type="checkbox"/> Policy CONDITIONS AMENDED as shown below. |
| <input type="checkbox"/> LOCATION amended to | <input type="checkbox"/> NAME and ADDRESS of Mortgagee or Loss Payee Amended to |

JANUARY 1st, 1969 to OCTOBER 1, 1970

Only items marked X are hereby affected.

All terms and conditions of the policy to which this endorsement is attached remain unchanged except as herein specifically provided.

Policy Number & Company: M 16727 Mission Insurance Company
 Issued to: Monsanto Company
 Endorsement Effective: 1/1/69
 Endorsement No.: 1
 Countersigned at: Los Angeles, California; Date of Issue:
 U.P. 9-68

CHARLES RYAN & RIVERS
 BY *Charles Ryan* CHARLES RYAN & RIVERS
 AUTHORIZED REPRESENTATIVE

MONS 152500

DECLARATIONS

No. M 881597

Mission Insurance Company

LOS ANGELES, CALIFORNIA

SAYRE & TOSO, Inc.*Underwriting Managers*

In favor of: MONSANTO COMPANY, ETAL
 800 NORTH LINDBERGH BOULEVARD
 Address: ST. LOUIS, MISSOURI 63167

THOMAS E. SEARS, INC.**INSURANCE - REINSURANCE**

JOHN HANCOCK TOWER
 100 CLARENDON STREET
 BOSTON, MASS. 02116

Type of Coverage: EXCESS UMBRELLA LIABILITY

In the amount of: \$10,000,000. PART OF \$25,000,000.
 EXCESS OF \$300,000,000.

Term: Beginning at 12:01 A.M. on the 1ST day of APRIL 19 83
 and ending at 12:01 A.M. on the 1ST day of APRIL 19 84
 Standard time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached and the Standard Clauses on the reverse side of this page.
 Forms: At time of issuance this Policy contains a 7 page Insuring Form and Endorsements 1 through 1 inclusive. Standard Clause 2 shall not apply.

Mission Insurance Company, Los Angeles, California (hereinafter called the Company), agrees with the assured named above, in consideration of the premium to be paid and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

Premium: Due: At Inception 1st Anniversary 2nd Anniversary

PREMIUM	\$ 6,000.00 ANNUAL MINIMUM AND DEPOSIT	\$	\$
Service Fee Policy Fee			
TOTAL	\$6,000.00		

IN WITNESS WHEREOF, this Company has executed and attended these presents; but this policy shall not be valid unless countersigned by SAYRE & TOSO, INC.

Wanell
 SECRETARY
 Dated at BOSTON, MASSACHUSETTS
 this 3RD day of AUGUST, 19 83

Belmont H. Seacher
 SAYRE & TOSO, INC.
 By *Ronald M. C...* PRESIDENT

ORIGINAL POLICY

FORM 1-83-001 (1-80)

MONS 158469

EXCESS UMBRELLA POLICY

DECLARATIONS

- ITEM 1 Named Insured: MONSANTO COMPANY, ETAL (SEE ENDORSEMENT NUMBER 1)
- ITEM 2 Underlying Umbrella Policies: LONDON INSURANCE COMPANY
AND VARIOUS OTHER COMPANIES
- ITEM 3 Underlying Umbrella Limits (Insuring Agreement II): 1ST \$5,000,000.
- ITEM 4 Underlying Umbrella Aggregate Limits (Insuring Agreement II): 1ST \$5,000,000.
- ITEM 5 Limit of Liability (Insuring Agreement II): \$10,000,000. PART OF \$25,000,000. EXCESS OF \$300,000,000.
- ITEM 6 Aggregate Limit of Liability (Insuring Agreement II): \$10,000,000. PART OF \$25,000,000. EXCESS OF
\$300,000,000.
- ITEM 7 Notice of occurrence (Condition 4) to: The Company and/or Sayre & Toso, Inc.

NAMED INSURED: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies, as now or hereafter constituted and of which prompt notice has been given to the Company (hereinafter called the "Named Insured")

INSURING AGREEMENTS

I. COVERAGE —

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

(a) imposed upon the Insured by law,

or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages on account of:

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policy(ies) stated in Item 2 of the Declarations and issued by certain Insurance Companies (hereinafter called the "Underlying Umbrella Insurers")

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on pages 1 and 2 of this form, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy or added thereto as therein provided.

Attached to and forming Part of Policy No. M881597 OF THE MISSION INSURANCE COMPANY

ISSUED TO MONSANTO COMPANY, ETAL (SEE ENDORSEMENT NUMBER 1)

DATED AT BOSTON, MASSACHUSETTS

SAYRE & TOSO, INC.

This 3RD day of AUGUST, 19 83

By _____

310002F

(1)

8-78)

MONS 158470

II. LIMIT OF LIABILITY — UNDERLYING LIMITS —

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

\$ (as stated in Item 3 of the Declarations)	ultimate net loss in respect of each occurrence, but
\$ (as stated in Item 4 of the Declarations)	in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the insured

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations)	ultimate net loss in all in respect of each occurrence-subject to a limit of
\$ (as stated in Item 6 of the Declarations)	in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the insured.

EXCLUSION

It is agreed that this Policy does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

CONDITIONS**1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY**

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the insured on account of such loss under such prior insurance.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policy(ies) stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policy(ies) shall be maintained in full effect during the currency hereof without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy. Failure of the Named insured to comply with the foregoing shall not invalidate this policy but in the event of such failures, the Company shall only be liable to the same extent as it would have been had the Named insured complied with the same condition.

3. CANCELLATION

This Policy may be cancelled by the Named insured by surrender thereof to the Company or its representatives or by mailing to the Company or its representatives written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company or its representatives by sending by registered mail notice to the Named insured stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its representatives to the Named insured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice.

It is agreed that irrespective of any other items or conditions contained in this Policy or endorsements attached thereto, this Policy may be cancelled by the Company or its representatives for non-payment of any unpaid portion of the premium by delivering to the Named insured or by sending to the Named insured by registered mail, at the Named insured's address as shown herein, not less than ten days' written notice stating when the cancellation shall be effective.

If this Policy shall be cancelled by the Named insured the Company shall retain the customary short rate proportion of the premium for the period this Policy has been in force. If this Policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

4. NOTICE OF OCCURRENCE

Whenever the insured has information from which the insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the insured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy but which at a later date would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the insured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

6. CONFLICTING STATUTES

The terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.

MONS 158471

STANDARD CLAUSES

1. EXCLUSIONS—EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD) The insurance afforded under any liability coverage of this Policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

2. RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—PHYSICAL DAMAGE—DIRECT This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused. **NEVERTHELESS** if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered **EXCLUDING** however all loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

*NOTE — If Fire is not an insured peril under this Policy the words from "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

3. It is expressly understood and agreed by the Assured by accepting this instrument that Sayre & Toso, Inc. is not the Assurer hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Assurer. The Assurer hereunder is the company shown in the declarations.

4. This Policy shall not be assigned either in whole or part, without the written consent of Sayre & Toso, Inc. endorsed hereon.

5. This insurance is made and accepted subject to all the provisions, conditions and warranties set forth herein and in any forms or endorsements attached hereto, all of which are to be considered as incorporated herein, and any provisions or conditions appearing in any forms or endorsements attached hereto which alter the Policy provisions stated herein (except Clauses 1 and 2) shall supersede such Policy provisions in so far as they are inconsistent therewith. Standard Clauses 1 and 2 may not be amended.

6. This Policy may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Policy to Sayre & Toso, Inc. This Policy may also be cancelled, with or without the return or tender of the unearned premium, by Underwriters, or by Sayre & Toso, Inc., in their behalf by delivering to the Assured or by sending to the Assured by mail, registered or unregistered, at the Assured's address as shown herein, not less than 10 days' written notice stating when the cancellation shall be effective and in such case the company shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by the Company hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the Assured.

7. **MISREPRESENTATION AND FRAUD.** This policy shall be void if the Assured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the Assured touching any matters relating to the insurance or the subject thereof, whether before or after a loss.

8. **COOPERATION BY ASSURED.** The Assured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.

9. **TERMS USED IN ENDORSEMENTS.** Wherever the word "Underwriters" appears in any endorsement attached to this Policy, the Company shown in the declarations shall be deemed substituted therefor.

10. **SMALL AMOUNTS.** It is a condition of this policy that no additional premium will be charged nor return premium allowed when the amount involved does not exceed \$2.00.

11. **CHANGES.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy.

12. **DECLARATIONS.** By accepting this Policy the Assured agrees that the statements in all declarations and warranties made in connection with the insurance provided hereunder are his agreements and representations, that this policy is issued in reliance upon the truth of such representations, and that this policy embodies all agreements between the Assured and the Company or any of its agents relating to this insurance.

MONS 158472

ENDORSEMENT # 3

EFFECTIVE: APRIL 1, 1983

AMENDATORY ENDORSEMENT

IT IS AGREED THAT THE FIRST PARAGRAPH OF CONDITION P. OF THE POLICY IS REPLACED BY THE FOLLOWING:

THIS POLICY MAY BE CANCELLED BY THE NAMED ASSURED BY SURRENDER THEREOF TO THE UNDERWRITERS OR THEIR REPRESENTATIVES OR BY MAILING TO THE UNDERWRITERS OR THEIR REPRESENTATIVES WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. THIS POLICY MAY BE CANCELLED BY THE UNDERWRITERS OR THEIR REPRESENTATIVES BY SENDING BY REGISTERED MAIL NOTICE TO THE NAMED ASSURED STATING WHEN, NOT LESS THAN SIXTY (60) DAYS THEREAFTER, CANCELLATION SHALL BE EFFECTIVE. THE MAILING OF NOTICE AS AFORESAID BY UNDERWRITERS OR THEIR REPRESENTATIVES TO THE NAMED ASSURED AT THE ADDRESS SHOWN IN THIS POLICY SHALL BE SUFFICIENT PROOF OF NOTICE, AND THE INSURANCE UNDER THIS POLICY SHALL END ON THE EFFECTIVE DATE AND HOUR OF CANCELLATION STATED IN THE NOTICE. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED ASSURED OR BY THE UNDERWRITERS OR THEIR RESPECTIVE REPRESENTATIVES SHALL BE EQUIVALENT TO MAILING.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF M 881597
OF THE MISSION NATIONAL INSURANCE COMPANY

ISSUED TO: MONSANTO COMPANY

DATED AT: BOSTON, MASSACHUSETTS

DATE: OCTOBER 6, 1983

SAYRE & TOSO, INC.

BY: Ronald M. Amodeo

320201N

(4-78)

MONS 158473

ENDORSEMENT # 2

EFFECTIVE: APRIL 1, 1983

IT IS AGREED THAT ENDORSEMENT NUMBER 1, NAMED INSURED ENDORSEMENT, IS HEREBY
DECLARED NULL AND VOID.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. M 881597
OF THE MISSION NATIONAL INSURANCE COMPANY
ISSUED TO: MONSANTO COMPANY
DATED AT: BOSTON, MASSACHUSETTS
DATE: OCTOBER 4, 1983

SAYRE & YOSO, INC.

BY: *Ronald M. Arnold*

520201NA

MONS 158474

ENDORSEMENT # 1 (PAGE 1 OF 5)

EFFECTIVE: APRIL 1, 1983

NAMED INSURED ENDORSEMENT

IT IS AGREED THAT ITEM 1, NAMED INSURED, OF THE DECLARATIONS IS AS FOLLOWS:

CHEMSTRAND, INC.
CRUDE OIL TRADING COMPANY, INC.
FARMERS EYBRID COMPANIES, INC.
FISHER CONTROLS COMPANY, INC.
FISHER CONTROLS INTERNATIONAL, INC. (FCII)
FISHER CONTROLS TRADING COMPANY
FISHER SERVICE COMPANY
FOVIL MANUFACTURING COMPANY, INC.
FRP COMPANY
INNOVEN II CORPORATION
LEONARD CONSTRUCTION COMPANY
MAR RESEARCH CORPORATION
MILWAUKEE DIE CASTING COMPANY, INC.
MONOIL INDONESIA, INC.
MONSANTO CARIBE, INC.
MONSANTO CENTRAL AFRICA, INC.
MONSANTO COLOMBIANA, INC. (MONCO)
MONSANTO DOMINICIANA, INC. (MODOM)
MONSANTO ENVIRO-CHEM SYSTEMS, INC. (ENVIRO-CHEM)
MONSANTO ENVIRONMENTAL HEALTH REDEVELOPMENT CORP. (MEERC)
MONSANTO FEEDSTOCKS, INC.
MONSANTO FLAVOR/ESSENCE, INC.
MONSANTO GUATEMALA, INC. (MOGUA)
MONSANTO INTER-AMERICA COMPANY (MIAC)
MONSANTO INTERNATIONAL FINANCE COMPANY (MIFCO)
MONSANTO INTERNATIONAL SALES COMPANY (MISCO)
MONSANTO OIL COMPANY OF GUATEMALA, INC.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. M881597

OF THE MISSION INSURANCE COMPANY

ISSUED TO: MONSANTO COMPANY, ETAL

DATED AT: BOSTON, MASSACHUSETTS

DATE: AUGUST 3, 1983

SAYRE & TOSO, INC.

BY: 

520201NA

(10-80)

MONS 158475

ENDORSEMENT # 1 (PAGE 2 OF 5)

EFFECTIVE: APRIL 1, 1983

MONSANTO OIL COMPANY OF MALAYSIA, INC.
MONSANTO OIL COMPANY OF TRINIDAD, INC.
MONSANTO OIL COMPANY OF THAILAND, INC. (MOOT)
MONSANTO OIL COMPANY OF THE U.K., INC. (MONUK)
MONSANTO POLAND, INC.
MONSANTO PUERTO RICO COMPANY (MPR)
MONSANTO RADIO COMMUNICATIONS COMPANY
MONSANTO RESEARCH CORPORATION (MRC)
MONSANTO SERVICE COMPANY
MONSANTO TRIANGLE PARK DEVELOPMENT CENTER, INC.
MONSANTO-WEST AFRICA, INC.
OLYMPIA INDUSTRIES, INC.
PLAX INCORPORATED
RADIATION DYNAMICS, INC.
SPORT INSTALL, INC.
SWEETWATER RESOURCES, INC.
THE HALE MANUFACTURING COMPANY
FISHER CONTROLS INSTALLATION & SERVICE COMPANY
MONSANTO OIL COMPANY
MONSANTO OIL DE COLOMBIA S.A.
ADVANCE TEXTILE MILLS (DURHAM) LTD.
ADVANCE THROWING MILLS LIMITED
AGERQUIM, S.A. DE C.V.
AUSTRALIAN FERROCHEMICALS LIMITED (APL)
BRANDIRONS LIMITED
CHEMSTRAND LIMITED
CHEMSTRAND OVERSEAS, S.A. (COISA)
COMPANIA INDUSTRIAL DE PLASTICOS, S.A. (CIPSA)
CLIMOCK FIBRES LIMITED
FISHER CONTROLS A.G.
FISHER CONTROLS, B.V.
FISHER CONTROLS COMPANY OF CANADA LIMITED
FISHER CONTROLS GES. MBE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. M881597

OF THE MISSION INSURANCE COMPANY

ISSUED TO: MONSANTO COMPANY, ETAL

DATED AT: BOSTON, MASSACHUSETTS

DATE: AUGUST 3, 1983

SAYRE & TOSO, INC.

BY: 

320201NA

(10-80)

MONS 158476

ENDORSEMENT # 1 (PAGE 3 OF 5)

EFFECTIVE: APRIL 1, 1983

FISHER CONTROLS GmbE
FISHER CONTROLS LIMITED
FISHER CONTROLS PTE, LTD.
FISHER CONTROLS PTY. LIMITED
FISHER CONTROLS, S.A.
FISHER CONTROLS, S.A.N.V.
FISHER CONTROLS, S.p.a.
FISHER GOVERNOR de MEXICO, S.A.
FISHER PROCESS EQUIPMENT INTERNATIONAL LTD.
FISHER PROCESS EQUIPMENT LIMITED
FLAMINGO FOAM LIMITED
HYDROCARBON SALES PTY. LTD.
INDUSTRIAS MONSANTO, S.A. (IMSA)
INMOBILIARIA THIERS, S.A. (ITSA)
JABLO PROPELLERS LIMITED
MON GARD LTD.
MONSANTO AGRICOLA DE ESPANA S.A. (MADESA)
MONSANTO AGRICOLA DE NICARAGUA
MONSANTO ARGENTINA S.A.I.C. (MARG)
MONSANTO A/S
MONSANTO AUSTRALIA LIMITED (MAL)
MONSANTO B.V.
MONSANTO CANADA, INC. (MOCAN)
MONSANTO CENTROAMERICA (EL SALVADOR) S.A. (MOCASA)
MONSANTO CHEMICALS OF INDIA LIMITED (MCIL)
MONSANTO CHILE COMERCIAL E INDUSTRIAL LIMITADA (MOCEILE)
MONSANTO COMERCIAL, S.A. DE C.V. (MOCSA)
MONSANTO COMERCIO E INDUSTRIA LTDA. (MOCIL)
MONSANTO DE COSTA RICA, S.A.
MONSANTO (DEUTSCHLAND) GmbH (MODEUTSCH)
MONSANTO DO BRASIL COMERCIO E INDUSTRIA LTDA. (MOBRAS)
MONSANTO ELECTRONICS SENDIRIAN BERHAD
MONSANTO EUROPE, S.A. (MESA)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. M881597

OF THE MISSION INSURANCE COMPANY

ISSUED TO: MONSANTO COMPANY, ETAL

DATED AT: BOSTON, MASSACHUSETTS

DATE: AUGUST 3, 1983

SAYRE & TOSO, INC.

BY: 

520201NA

(10-80)

MONS 158477

ENDORSEMENT # 1 (PAGE 4 OF 5)

EFFECTIVE: APRIL 1, 1983

MONSANTO (EXPORT) LIMITED
MONSANTO FAR EAST LIMITED (MOFEL)
MONSANTO FINANCE A.G. (MOFIN)
MONSANTO FLAVOR/ESSENCE LTD.
MONSANTO G.M.B.E.
MONSANTO INTERNATIONAL N.V.
MONSANTO ITALIANA S.P.A.
MONSANTO JAPAN LIMITED (MTL)
MONSANTO LIMITED
MONSANTO (MALAYSIA) SIN. BERHAD (MONAYSIA)
MONSANTO NEW ZEALAND LTD. (MNZ)
MONSANTO NORGE A/S
MONSANTO OIL COMPANY OF NIGERIA
MONSANTO OILS LTD.
MONSANTO OVERSEAS, S.A. (MOSA)
MONSANTO OY
MONSANTO PHILIPPINES INCORPORATED (MOPEIL)
MONSANTO RECREATIONAL PRODUCTS LTD.
MONSANTO SCANDINAVIA A.B. (MOSCAN)
MONSANTO SINGAPORE COMPANY (PTE) LIMITED (MOSIN)
MONSANTO SOUTH AFRICA (PROPRIETARY) LIMITED (MOSAF)
MONSANTO (SUISSE) S.A. (MOSUISSE)
MONSANTO THAILAND LIMITED (MOTEL)
MONSANTO (VENEZUELA) C.A. (MOVEN)
MONSEL ELECTRONIC INSTRUMENTS LIMITED (MONSEL)
MON SURE LTD.
MONTAL (INSURANCE) LIMITED
NIPPON FISHER COMPANY, LTD.
PLAX ITALIANA S. P.A.
POLYGLAZE LIMITED
SERVICIOS ESPECIALIZADOS MONSANTO S.A. DE C.V.
SIXMILEBRIDGE, LTD.
SOCIETE CARDEL
SOCIETE MONSANTO, S.A. (MOFRAN)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. M891597

OF THE MISSION INSURANCE COMPANY

ISSUED TO: MONSANTO COMPANY, ETAL

DATED AT: BOSTON, MASSACHUSETTS

DATE: AUGUST 3, 1983

SAYRE & TOSO, INC.

BY: Ronald M. Arnold

520201NA

(10-80)

MONS 158478

ENDORSEMENT # 1 (PAGE 5 OF 5)

EFFECTIVE: APRIL 1, 1983

SUNVIC REGLER G.M.B.H.
TENSOMETER LIMITED
FISHER CONTROLES DO BRASIL LTDA.
FISHER CONTROLS TRUSTEES LIMITED
MONSANTO ESPANA S.A. (MOSPAN)
REVERTEX INDUSTRIES AUSTRALIA LIMITED
REVERTEX INDUSTRIES (N.Z.) LIMITED
SOCIEDADE PORTUGESA DE DESENVOLVIMENTO
QUIMCO DE MONSANTO, LIMITADA (MOPORTUGAL)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. M881597
OF THE MISSION INSURANCE COMPANY
ISSUED TO: MONSANTO COMPANY, ETAL
DATED AT: BOSTON, MASSACHUSETTS
DATE: AUGUST 3, 1983

SAYRE & TOSO, INC.

BY: 

520201NA

(10-80)

MONS 158479

DECLARATIONS

No. M 883897

Mission Insurance Company

LOS ANGELES, CALIFORNIA

SAYRE & TOSO, Inc.*Underwriting Managers*

In favor of:

MONSANTO COMPANY

Address:

800 NORTH LINDBERGH BOULEVARD
ST. LOUIS, MISSOURI 63167

Type of Coverage:

EXCESS UMBRELLA LIABILITY

In the amount of:

\$4,000,000. PART OF \$41,000,000. EXCESS OF \$311,500,000.

Term: Beginning at 12:01 A.M. on the 1ST day of APRIL 19 84
and ending at 12:01 A.M. on the 1ST day of APRIL 19 85
Standard time at the place of location of risks insured, and in accordance with terms and conditions of the form(s) attached and the Standard Clauses on the reverse side of this page.

Forms: At time of issuance this Policy contains a 2 page insuring Form and Endorsements 1 through - inclusive. Standard Clause 2 shall not apply.

Mission Insurance Company, Los Angeles, California (hereinafter called the Company), agrees with the assured named above, in consideration of the premium to be paid and subject to the limits of liability, exclusions, conditions and other terms of this policy, to provide insurance as set forth in the form(s) and endorsement(s) attached.

Premium: Due: At Inception 1st Anniversary 2nd Anniversary

PREMIUM	\$ 3,000.00	\$	
Service Fee	ANNUAL MINIMUM		
Policy Fee	AND DEPOSIT		
TOTAL	\$3,000.00		

THOMAS E. SEARS, INC.**INSURANCE - REINSURANCE**JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS. 02116

IN WITNESS WHEREOF, this Company has executed and attended these presents; but this policy shall not be valid unless countersigned by SAYRE & TOSO, INC.

Wanell

SECRETARY

Dated at BOSTON, MASSACHUSETTS

this 6TH day of JULY 19 84

ORIGINAL POLICY

Belmont H. Secher

SAYRE & TOSO, INC.

PRESIDENT

By *Ronald M. Andrews*

MONS 159141

EXCESS UMBRELLA POLICY**DECLARATIONS**

- ITEM 1 Named Insured: **MONSANTO COMPANY**
- ITEM 2 Underlying Umbrella Policies: **LONDON INSURANCE COMPANY
AND VARIOUS OTHER COMPANIES AS PER SCHEDULE ON FILE**
- ITEM 3 Underlying Umbrella Limits (Insuring Agreement II): **1ST \$5,000,000.**
- ITEM 4 Underlying Umbrella Aggregate Limits (Insuring Agreement II): **1ST \$5,000,000.**
- ITEM 5 Limit of Liability (Insuring Agreement II): **\$4,000,000. PART OF \$41,000,000. EXCESS OF \$311,500,000.**
- ITEM 6 Aggregate Limit of Liability (Insuring Agreement II): **\$4,000,000. PART OF \$41,000,000. EXCESS OF
\$311,500,000.**
- ITEM 7 Notice of occurrence (Condition 4) to: The Company and/or Sayre & Toso, Inc.

NAMED INSURED: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies, as now or hereafter constituted and of which prompt notice has been given to the Company (hereinafter called the "Named Insured").

INSURING AGREEMENTS**I. COVERAGE —**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the insured for all sums which the insured shall be obligated to pay by reason of the liability

(a) imposed upon the insured by law,

or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,

for damages on account of:

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policy(ies) stated in Item 2 of the Declarations and issued by certain Insurance Companies (hereinafter called the "Underlying Umbrella Insurers").

Said insurance is made and accepted subject to the foregoing stipulations and conditions, and to the stipulations and conditions printed on pages 1 and 2 of this form, which are hereby made a part of said insurance, together with such other provisions, stipulations and conditions as may be endorsed on said Policy or added thereto as therein provided.

Attached to and forming Part of Policy No. **M883897 OF THE MISSION INSURANCE COMPANY**

ISSUED TO: **MONSANTO COMPANY**

DATED AT: **BOSTON, MASSACHUSETTS**

This 6TH day of JULY, 19 84

SAYRE & TOSO, INC.

By 

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MONS 159142

II. LIMIT OF LIABILITY — UNDERLYING LIMITS —

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

\$ (as stated in Item 3 of the Declarations)	ultimate net loss in respect of each occurrence, but
\$ (as stated in Item 4 of the Declarations)	in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the insured

and the Company shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5 of the Declarations)	ultimate net loss in all in respect of each occurrence—subject to a limit of
\$ (as stated in Item 6 of the Declarations)	in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the insured

EXCLUSION

It is agreed that this Policy does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

CONDITIONS**1. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY**

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess Policy issued to the insured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the insured on account of such loss under such prior insurance.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policy(ies) stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this Policy that the Underlying Umbrella Policy(ies) shall be maintained in full effect during the currency hereof without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy. Failure of the Named Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as it would have been had the Named Insured complied with the same condition.

3. CANCELLATION

This Policy may be cancelled by the Named Insured by surrender thereof to the Company or its representatives or by mailing to the Company or its representatives written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company or its representatives by sending by registered mail notice to the Named Insured stating when, not less than thirty (30) days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by the Company or its representatives to the Named Insured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice.

It is agreed that irrespective of any other terms or conditions contained in this Policy or endorsements attached thereto, this Policy may be cancelled by the Company or its representatives for non-payment of any unpaid portion of the premium by delivering to the Named Insured or by sending to the Named Insured by registered mail, at the Named Insured's address as shown herein, not less than ten days' written notice stating when the cancellation shall be effective.

If this Policy shall be cancelled by the Named Insured the Company shall retain the customary short rate proportion of the premium for the period this Policy has been in force. If this Policy shall be cancelled by the Company, the Company shall retain the pro rata proportion of the premium for the period this Policy has been in force. Notice of cancellation by the Company shall be effective even though the Company makes no payment or tender of return premium with such notice.

4. NOTICE OF OCCURRENCE

Whenever the insured has information from which the insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the insured should be held liable, is likely to involve this Policy, notice shall be sent as stated in Item 7 of the Declarations as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this Policy but which at a later date would appear to give rise to claims hereunder, shall not prejudice such claims.

5. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the insured covering a loss also covered by this Policy, other than insurance that is specifically stated to be excess of this policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance.

6. CONFLICTING STATUTES

The terms of this insurance which are in conflict with the statutes of the state wherein this insurance is issued are hereby amended to conform to such statutes.

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ENDORSEMENT # 2

EFFECTIVE: AUGUST 1, 1984

IT IS AGREED THAT ITEMS 5 AND 6 OF THE DECLARATIONS ARE AMENDED
AS FOLLOWS:

ITEM 5. LIMIT OF LIABILITY (INSURING AGREEMENT II):

\$4,000,000. PART OF \$40,120,000. EXCESS OF \$311,500,000.

ITEM 6. AGGREGATE LIMIT OF LIABILITY (INSURING AGREEMENT II):

\$4,000,000. PART OF \$40,120,000. EXCESS OF \$311,500,000.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. M 883897

OF THE MISSION INSURANCE COMPANY

ISSUED TO: MONSANTO COMPANY

DATED AT: BOSTON, MASSACHUSETTS

DATE: SEPTEMBER 18, 1984

SAYRE & TOSQ, INC.

BY: *Ronald M. J. [Signature]*

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MONS 159144

ENDORSEMENT # 1

EFFECTIVE: APRIL 1, 1984

FOLLOWING FORM RIDER

EXCEPT AS OTHERWISE SPECIFICALLY AMENDED BY ENDORSEMENT ATTACHED HERETO, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME INSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, AND THE AMOUNT AND LIMITS OF LIABILITY) AS ARE CONTAINED IN THE UNDERLYING UMBRELLA LIABILITY POLICY OR RENEWALS THEREOF WRITTEN BY THE UNDERWRITERS AT LLOYD'S OF LONDON AND VARIOUS COMPANIES.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NO. M 883897

OF THE MISSION INSURANCE COMPANY

ISSUED TO: MONSANTO COMPANY

DATED AT: BOSTON, MASSACHUSETTS

DATE: AUGUST 23, 1984

SAYRE & TOSO, INC.

BY: 

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MONS 159145